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IDENTIFIERS *Niagara County Community College

ABSTRACT

This agreement between Niagara County Community College and the Faculty Association of Niagara County Community College covers the period September 1, 1971 to August 31, 1973. Articles of the agreement cover definitions, recognition, rights of the employer, no strike pledge, supersedure, duration of agreement; recruitment and appointment, types of appointment, periods of appointment, promotion and evaluation, termination of service, conditions of employment, college facilities, academic freedom, academic year, leaves of absence, salaries, fringe benefits, clerical assistance, grievance procedures, use of college facilities, association-Administration meetings, dues checkoff, association-senate relationship, and availability of information. The appendix includes salary schedules, 1971-73. (MJM)

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*Niagara County
N.Y.
Independent
2 year*

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D. H. DEOMER

AGREEMENT

between

NIAGARA COUNTY COMMUNITY COLLEGE

and the

FACULTY ASSOCIATION OF NIAGARA COUNTY COMMUNITY COLLEGE

September 1, 1971 to August 31, 1973

U.S. DEPARTMENT OF HEALTH,
EDUCATION & WELFARE
NATIONAL INSTITUTE OF
EDUCATION

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Compliments of

FACULTY ASSOCIATION OF NIAGARA COUNTY COMMUNITY COLLEGE

and

NIAGARA COUNTY LEGISLATURE

HE005035-

AGREEMENT

between

NIAGARA COUNTY COMMUNITY COLLEGE

and the

FACULTY ASSOCIATION OF NIAGARA COUNTY COMMUNITY COLLEGE

September 1, 1971 to August 31, 1973

Ratified by the
Niagara County Community
College Board of Trustees
on:

June 8, 1971

James C. Canto
Chairman
Board of Trustees

Ratified by the
Niagara County Legislature
on:

June 2 - 1971

J. Paul Hewitt
J. Paul Hewitt, Chairman
Niagara County Legislature

Ratified by the
Faculty Association of
Niagara County Community
College on:

June 3, 1971

John G. Muehle
President
Faculty Association

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Article I - DEFINITIONS

As used in this Agreement, the following terms shall mean:

- College: Niagara County Community College
- Faculty: All full-time members of the college academic and non-ranked professional staffs as defined below.
- Academic Staff: Faculty members having full academic rank.
- Full Academic Rank: Faculty members having the payroll title of: Professor, Associate Professor, Assistant Professor, Instructor, Librarian, Assistant Librarian, Counselor, Junior Librarian.
- Non-Ranked Professional Staff: Faculty members having the payroll title of: Registrar, Audio-Visual Specialist, Assistant Director of Continuing Education, Director of Admissions, Technical Assistant.
- Negotiating Unit: All full-time members of the Faculty but excluding the President, Deans of the College, Division and Department Chairmen, Dean of Students, Business Manager, Director of Continuing Education, part-time Faculty, Civil Service employees, Chairman of Instruction and Curriculum.
- Association: The Faculty Association of Niagara County Community College.
- Association Members: All members of the negotiating unit who are members of the Association as evidenced by the payment of membership dues.

Article II - RECOGNITION

1. The Faculty Association of Niagara County Community College is recognized by the Niagara County Legislature and the Niagara County Community College Board of Trustees for purposes of collective negotiations, pursuant to the New York Public Employees' Fair Employment Law, as the exclusive negotiating agent of the negotiating unit.
2. The Association is hereby granted unchallenged representation status until February 1, 1973.

Article III - RIGHTS OF EMPLOYER

1. The Board of Trustees and the Niagara County Legislature hereby retain and reserve unto themselves all rights, powers, authority, duties and responsibilities conferred upon and vested in them by law.

2. The exercise of these rights, powers, authority, duties and responsibilities and the adoption of such rules, regulations and policies as they may deem necessary in the management, direction and administration of all operations and activities of the College shall be limited only by the specific and express terms of this Agreement.

Article IV - NO STRIKE PLEDGE

1. Pursuant to the provisions of subdivision 3(b) of Section 207 of the Public Employees Fair Employment Law, the Faculty Association of the Niagara County Community College affirms:

That it does not assert the right to strike against any government, to assist or participate in any such strike or to impose an obligation to conduct, assist or participate in such strike.

Article V - SUPERSEDURE

1. This Agreement shall supersede any rules, regulations or practices of the College which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the College.

2. If any provision of this Agreement shall be found contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

Article VI - DURATION OF AGREEMENT

1. This Agreement shall be effective as of September 1, 1971, and shall continue in effect until August 31, 1973.

2. Negotiations for a subsequent Agreement shall commence no later than February 1, 1973.

Article VII - RECRUITMENT AND APPOINTMENT

1. The President shall direct the recruitment of administrative personnel in consultation with the Dean of the College. He may seek the advice and recommendations of a faculty committee appointed for recruitment purposes.

2. Written notification shall be given to the entire faculty of openings in administrative positions in order that all faculty may have equal opportunity to apply for the positions. This notification shall include qualifications for particular positions and any subsequent changes in qualifications.

3. The Dean of the College, in cooperation with the Division or Department Chairmen, shall make recommendations to the President pertinent to faculty appointments.

4. The Division or Department Chairmen shall:

- a) Make necessary arrangements for the recruitment of applicants
- b) Retain and review the file of applications
- c) Arrange for appropriate departmental participation in the screening process
- d) Prepare the necessary recommendations.

5. The Division or Department Chairmen and the Dean shall submit the recommendations to the President.

6. The President alone shall make the final determination of persons to be recommended to the Board of Trustees for appointment to the faculty.

7. The Board of Trustees shall establish, within

Article VII - RECRUITMENT AND APPOINTMENT (con't.)

budget appropriations, adequate positions in the respective ranks for personnel qualified to fill such ranks. It shall strive to approach the SUNY suggested rank distribution of qualified faculty in the following ratio:

Professor	30%	Assistant Professor	30%
Associate Professor	30%	Instructor	10%

Article VIII - TYPES OF APPOINTMENT

1. A continuing appointment (tenure) shall be a full-time appointment to a position of full academic rank for an indefinite period which, once granted, shall not be affected by changes in such rank and shall continue until terminated in accordance with the terms of this Agreement.

2. A term appointment shall be a full-time appointment to the faculty for a specific, limited period, which except as otherwise provided by this Agreement, shall automatically expire at the end of that period unless terminated earlier in accordance with the terms of this Agreement.

3. A temporary appointment shall be an appointment to the faculty for a temporary, unspecified period, which may be terminated at will at any time. Temporary appointments ordinarily shall be given only when the service is to be part-time, voluntary, or to continue for less than one year.

Article IX - PERIODS OF APPOINTMENT

1. New faculty holding full academic rank shall be given term appointments not to exceed five years of total service. Reappointment at the end of five years shall be a continuing appointment.

2. Current faculty members holding full academic rank who have not been granted a continuing appointment or temporary appointment shall be granted term appointments for a period not to exceed a total of five years of service. Reappointment at the end of five years of service shall be a continuing appointment.

3. The President may at any time after two years grant continuing appointments prior to five years of service.

4. Faculty holding full academic rank under term appointment who are promoted to positions of higher rank shall be given term appointments in the higher rank and shall not lose any rights which they may have in the position from which they were promoted. Reappointment at the end of such term appointment shall be a continuing appointment upon fulfilling the requirements of sections 1 and 2 of this article.

5. Members of the faculty, no matter what rank held, who serve for temporary unspecified periods shall be granted temporary appointments.

6. Except as otherwise provided by this Agreement, each faculty member shall be notified in writing of

Article IX - PERIODS OF APPOINTMENT (con't.)

reappointments, granting of continuing appointments, term appointments, temporary appointments, increments and promotions no later than after the first Trustees' meeting after March 15.

Article X - PROMOTION AND EVALUATION

1. The President of the College shall make recommendations to the Board of Trustees for promotions, retentions, increments or continuing appointments of members of the faculty. He may consult members of the faculty before making such recommendations.

2. The qualities to be considered in promoting and evaluating members of the academic staff shall be those which determine their effectiveness in performing their prescribed duties and their general contribution to the aims of the College. Specifically, such evaluations shall include consideration of such of the following factors as relate to the particular type of responsibility with which the faculty member is concerned:

- a) Mastery of Subject Matter - as demonstrated by such things as: advanced degrees, previous teaching experience, licenses, honors and awards and reputation in the subject matter field.
- b) Effectiveness in Teaching - as demonstrated by such things as: judgment of colleagues, development of teaching materials, planning of new courses, and evaluation by students.
- c) Scholarship Ability - as demonstrated by such things as: success in developing and carrying out studies and research in the subject matter or related fields, publications, and professional reputation.
- d) Effectiveness of College Service - as demonstrated by such things as successful committee work, administrative work, and work with students or community in addition to formal student-faculty relationships.
- e) Continuing Growth - as demonstrated by such things as: reading, research, membership in learned and professional societies related to his subject matter field, and other activities to keep abreast of current developments in his field.

Article X - PROMOTION AND EVALUATION (con't.)

3. The College shall assist the faculty members in obtaining and processing the student evaluation forms provided the requests are budgeted and the facilities are available.

4. A faculty member may respond in writing to any written evaluation report pertaining to him.

5. No minimum length of service in any academic rank shall be required for eligibility for promotion. Promotion shall be based solely on merit.

6. When a faculty member is promoted to a higher academic rank, he shall be placed at the lowest step in the new rank that will provide a salary at least one hundred dollars (\$100) higher than the salary he would have received had he not been promoted. Increments at the old rank shall be protected.

Article XI - TERMINATION OF SERVICE

1. The services of faculty members having temporary appointments may be terminated at will by the President of the College. There shall be no right of appeal from such a termination.

2. The services of faculty members having term appointments shall cease automatically at the end of their specified terms. There shall be no right of appeal from non-renewal of term appointment. Written notice shall be given not later than the first Trustees' meeting after March 15. Term appointments may also be terminated for cause, in which case the procedures in Section 4 herein shall apply.

3. The services of faculty members having continuing appointments may be terminated for cause for program retrenchment or for financial retrenchment. Cause shall consist of inadequate performance of duties, misconduct, falsifying applications or records, moral turpitude, incompetent or inefficient service, neglect of duty, physical or mental incapacity, conduct unbecoming a member of the faculty, violation of the terms of this Agreement.

4. Termination of a continuing appointment for cause shall be in accordance with the following procedures:

- a) When the President of the College has information or received a complaint against a member of the faculty of the college containing allegations which, if true, might serve as grounds for termination for cause, and he deems such information or complaint to be substantial, he may discuss it with the person concerned and may make such further investigation as he deems appropriate. If he believes that charges should be brought against such person, he shall cause to be served upon the person concerned a written statement of the charges against him.

Article XI - TERMINATION OF SERVICE (con't.)

- b) Final action shall not be taken on such charges until after expiration of thirty (30) days from the date of service of such notice upon the person charged, during which time he may make a written request to the President of the College for a hearing before the Board of Trustees of the College. If he makes such a request, he shall be given a hearing as hereinafter provided. If the person does not request a hearing, the President of the College may direct that such a hearing be held. When a hearing has been requested or directed, final action on the charges shall not be taken until the hearing has been held and the matter presented to the Board of Trustees as hereinafter provided.
- c) The President of the College or his designee, or both, and counsel may be present at the Board of Trustees' hearing and participate in the deliberations or discussions of the Board at such hearing. The faculty member charged shall be entitled to be present, to be represented by any person of his own choice, to present witnesses in his own behalf and to confront and question witnesses against him. Two representatives of the Association may also be present. All testimony at such hearing shall be under oath. A stenographic record shall be taken of each hearing.
- d) If the person charged fails to attend the hearing, the Board of Trustees may, after receiving the recommendations of the President of the College, take such action, if any, as it deems advisable. There shall be no right of appeal from such action of the Board of Trustees.
- e) If the President of the College deems it to be for the best interest of the College, a person upon whom charges have been served may be suspended by the President, with or without salary, pending final action upon such charges. If the person against whom charges have been served is suspended without salary and subsequently is reinstated to his position by action of the Board of Trustees and no disciplinary action against him is taken by the Board of Trustees, he shall be paid the salary which he otherwise would have received during the period of suspension.
- f) If the person charged has attended the hearing for termination and is not satisfied with the conduct of the hearing or the final decision by the Board of Trustees, he may continue to seek redress of grievance as provided for in stage three of the Grievance Procedures.

Article XI - TERMINATION OF SERVICE (con't.)

- g) Working time lost for the purpose of attending a scheduled hearing in accordance with these procedures shall not be charged against the leave time of the faculty member(s) duly scheduled.

5. The services of any member of the faculty may be terminated in the event of a bona fide financial or program retrenchment. In such an event the President of the College shall seek the advice of the faculty concerning the policy to be followed in the reduction of the staff, and shall make every effort to place the faculty member(s), who is on continuing appointment, in another academic or administrative area for which he is qualified. If a continuing appointment is terminated because of financial or program retrenchment, the released member's position shall not be filled by a replacement within a period of two (2) years, unless the released faculty member has been offered reappointment to the position and has declined.

6. In cases where it is the intention of faculty members to resign, they must inform the President of the College, in writing, as soon as possible, but in no event later than May 1.

Article XII - CONDITIONS OF EMPLOYMENT

1. Student enrollment and teaching load:

- a) Each division or department chairman may recommend maximum student enrollment in each section.
- b) Each division or department chairman may recommend a reasonable number of hours as a teaching load.
- c) A proportional increase in faculty commensurate with the increase in the number of students in any new and/or existing programs shall be planned within budgeted appropriations.

2. Office hours

Each faculty member shall post a minimum of four (4) office hours per week, at which time he shall be available for consultation with students regarding general academic questions and problems, including guidance in course selections.

Because the faculty advisement is recognized as an important responsibility for all faculty, the faculty shall be available for consultation with students at other times, by appointment.

3. As of September 1, 1971, all counselors and librarians shall be given academic rank. In accordance with previous college policy, counselors and librarians shall be given twelve-month appointments. Current counselors and librarians shall be placed at a step that is commensurate with the salary they would have attained according to the new salary schedule had they not attained faculty rank.

Article XIII - COLLEGE FACILITIES

The negotiating unit pledges full cooperation with the College Administration in utilizing present facilities to the maximum degree possible in conducting a quality education program. The following terms shall serve as guidelines in this cooperative effort:

1. A department shall be informed in advance, at the earliest possible date, of any potential changes or moves required from their present facilities.
2. Department representatives shall examine the proposed location, in cooperation with the President of the College or his representative, and provide their recommendation for the best utilization of the space available.
3. The Faculty shall make recommendations to the College regarding any serious inadequacy in heating, lighting, ventilation, maintenance and repairs.
4. The Faculty shall be consulted on the planned use of new facilities and shall be given the opportunity to advise the President of the College with respect to said matters.
5. Within the constraints of space available, the College will provide off-street parking space in proximity to instructional facilities for exclusive faculty use at no charge. The parking decal shall be properly exhibited.

Article XIV - ACADEMIC FREEDOM

1. The concept of academic freedom shall be fostered at Niagara County Community College in accordance with the following statement adopted at the May 12, 1960 meeting of the State University of New York Board of Trustees:

"It is the policy of the University to maintain and encourage full freedom within the law, or inquiry, teaching and research. In the exercise of this freedom the faculty member may, without limitation, discuss his own subject in the classroom; he may not, however, claim as his right the privilege of discussing in his classroom controversial matter which has no relation to his subject. In his role as citizen and faculty member he has the same freedoms as other citizens. He should be mindful, however, that in his extramural utterance he has an obligation to indicate that he is not an institutional spokesman."

2. The provisions of this Agreement and the salaries, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, nepotism, or marital status.

Article XV - ACADEMIC YEAR

Unless terms and conditions of their appointments otherwise provide, the regular appointment year for members of the academic staff shall be from September 1 through June 30. Except for authorized holiday and leave periods, the academic staff shall be available for assignment during said period.

Article XVI - LEAVES OF ABSENCE

1. Vacation Leave

- a) Full-time members of the faculty, other than persons having temporary appointments, who serve on a twelve-month appointment year shall be granted annual vacations with full salary for twenty (20) working days during each year of their service within the College. However, persons who, during any year, have served less than one year and who have not been terminated during the year, shall be granted annual vacation leaves with full salary for periods computed on a pro-rated basis at the rate of 1-2/3 days per completed months of service.
- b) Academic holidays regularly scheduled during the academic year, in accordance with program requirements, shall not be considered vacation leave, and vacation leave shall not be reduced by such academic holidays. The following days shall be considered academic holidays: Labor Day, Thanksgiving (Thursday and Friday), Christmas, New Year's Day, Good Friday, Memorial Day and, Independence Day.
- c) Vacation leave shall not be accumulative from year to year and shall be at such time as may be approved by the President or his designated representative.

2. Sick Leave. Sick leave shall be governed by the Attendance and Compensation Rules of Niagara County as adopted 1/1/68 and amended 5/17/68.

- a) Full-time faculty members who are unable to perform their assigned duties due to illness shall be granted sick leave at full salary.
- b) Sick leave shall accrue at the rate of one day per month and shall be accumulative up to 150 working days maximum.

3. Personal Leave. Each employee shall receive three (3) personal leave days which shall be discretionary with the employee subject to the following conditions:

- a) The employee must give sufficient notice to the division or department chairman.

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Article XVI - LEAVES OF ABSENCE (con't.)

3.
 - b) The leave days are not cumulative and expire at the end of the academic year,
 - c) The leave days may not be used in conjunction with a vacation,
 - d) An employee is not eligible for personal leave days until after the completion of ninety (90) days employment.
4. Leaves Without Salary.
 - a) Maternity Leave - Faculty members shall take four (4) months prior to anticipated date of confinement. After childbirth, a reasonable date of return to the College shall be fixed by the President of the College in consultation with the faculty member.
 - b) Faculty members wishing to advance their professional development by advanced study, research, writing and/or appropriate occupational experience may be granted a leave up to one year. Under special circumstances the President may extend such a leave to a maximum of two years. Faculty members on leave shall notify the President prior to May 1 regarding their intentions to return the following fall semester.
 - c) Insurance benefits shall continue during the leave without pay. However, vacation and sick leave credits shall not accrue nor be used during the leave. If the leave is for an entire academic year or more the faculty member shall not be entitled to his next salary increment until his return.
5. Sabbatical Leave.
 - a) Policy - Sabbatical leaves for professional development may be made available to members of the academic staff who meet the requirements set forth in this section. The objective of such leave is to increase each such person's value to the College and thereby improve and enrich its program. Such leave shall not be regarded as a reward for service nor as a vacation or rest period occurring automatically at stated intervals.
 - b) Purpose - Sabbatical leaves shall be granted for planned travel, study, formal education, research, writing, or other experience of professional value.

Article XVI - LEAVES OF ABSENCE (con't.)

5. c) Eligibility - Members of the academic staff having continuing appointments, who have completed at least six consecutive years of service or who, if they previously have had a sabbatical leave, have completed at least six (6) consecutive years of service from the date of return from their last sabbatical leave, shall be eligible for sabbatical leave. In computing consecutive years of service for the purpose of this section, periods of vacation leave and periods of sick leave with salary shall be included; periods of leaves of absence other than vacation leave and sick leave with salary, and periods of part-time service shall not be included, but shall not be deemed an interruption of otherwise consecutive service.
- d) Terms and Conditions - Sabbatical leaves may be granted for periods of one year at rates not to exceed one-half salary or for periods of one-half year at rates not to exceed full salary. Members of the academic staff on sabbatical leave may, with the prior approval of the President, accept fellowships, grants-in-aid, or earned income to assist in accomplishing the purposes of their leaves.

The sabbatical salary shall be the faculty member's annual salary prior to the term of his sabbatical and he shall not be eligible for the next salary step until his return.

All fringe benefits such as retirement, insurance and the like shall continue in effect during leave at the rate of pay received during the sabbatical period. The period of sabbatical shall be credited as service for retirement and the granting of increments. Vacation and sick leave credits shall not accrue nor be used during the leave.

If the faculty member fails to return to Niagara County Community College and complete one year of full service, he must repay the full amount of money received while on sabbatical leave.

- e) Applications - Applications for sabbatical leaves shall be submitted to the President as far in advance as possible of the requested effective date of the leave, but in no event later than six months in advance unless such requirement is waived by the President. Each application shall include a statement outlining the program to be followed.

Article XVI - LEAVES OF ABSENCE (con't.)

5. e) . . .while on leave stating that the applicant intends to continue as a member of the academic staff upon his return and stating that upon his return the applicant will submit to the President a report of his accomplishments while on sabbatical leave.
- f) Approval - The President may recommend to the Board of Trustees, for their consideration and action, such sabbatical leaves as he deems appropriate and which fall within approved budget allocations.

6. Notification of Absence. Faculty members shall notify their immediate superior as early as possible on days of absence, prior to his first class on said day. Unauthorized absences and absences not in accord with sick leave, personal leave and faculty absence policies as described in the Faculty Handbook (Sec.3.80), shall be considered leaves without pay.

Article XVII - SALARIES

1. Salary Schedule - see Appendix of this Agreement.

2. Placement of present faculty members from the present salary schedule into the attached salary range may be to the next step within each rank. Those currently at the last step within their rank will go to the last step in the rank of the attached schedule.

The increments are not automatic. They are given on recommendation by the President and approved by the Board of Trustees.

3. Full time faculty members who teach in the Continuing Education Division will be compensated at the rate of \$240 for 1971-1972, per credit hour, and \$250 for 1972-1973 per credit hour. In the case of laboratory or studio assignments, each contact hour will be equated to 3/4 of one credit hour. Such full time faculty, if they apply and are qualified, shall be given first priority for teaching in the Continuing Education Division.

4. Those faculty on Academic Year appointments shall choose one of the following options:

- a) 1/26 of annual salary on each of the 26 Niagara County Community College pay dates within the calendar year, OR
- b) 1/22 of annual salary on each of the 22 Niagara County Community College pay dates beginning with the first pay date within the academic year.

If a faculty member on academic year appointment chooses either option number (a) or option number (b) above, he shall make this option known in a written statement to the business office. Printed

Article XVII - SALARIES (con't.)

4. . .forms informing the faculty of this option shall be sent out by the business office with letter of appointment or reappointment.

Article XVIII - FRINGE BENEFITS

1. The following faculty benefits existing prior to the effective date of this Agreement shall continue in full force and effect during the term of this Agreement:

- a) Blue Cross-Blue Shield Group Health Policy No. 70095 - 50-51 Plan
- b) Retirement policies
- c) Workmen's Compensation Insurance
- d) Leave of absence with pay shall be granted to an employee who is necessarily absent from duty because of the death of an immediate member of his family. The immediate family of an employee shall include brother, sister, spouse, child, step-child, father, mother, grandparent, or person occupying the position of a parent of the employee or of his spouse. Duration time shall not exceed four (4) working days.
- e) Leaves required by law: The President shall grant any leave of absence with pay required by law, including jury duty; the employee will be compensated by the College for the difference between the sum paid for jury duty and his normal daily rate of pay from the College.

2. Professional Memberships: The College shall provide fifteen dollars (\$15) for each faculty member, with any part or the whole to be applicable toward membership dues in related academic and professional organizations, excluding the Association of the Niagara County Community College.

Article XIX - CLERICAL ASSISTANCE

The College shall strive to improve the ration of clerical assistance to Academic Staff so as to meet State University of New York guidelines of one to seven (1:7).

Article XX - GRIEVANCE PROCEDURES

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the College and the Faculty is essential to the operation of the College, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of faculty through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the College and the Faculty are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies/or in the courts.

1. Definitions

- Grievance: A complaint by any faculty member or group of faculty members in the negotiating unit regarding:
- a) An alleged violation, misinterpretation, or misapplication of the terms of this Agreement.
- Grievant: The person or group of persons in the negotiating unit submitting the grievances.
- Grievance Committee: A duly constituted committee of the Association composed of not more than three (3) members.
- Hearing Officer: The individual charged with the duty of rendering a decision at a particular stage of this grievance procedure.
- Representative of His Choice: An individual faculty member, Association Officer, or the Grievance Committee whom the grievant shall choose and who agrees to represent him at stages one and two of the Grievance Procedure.

Article XX - GRIEVANCE PROCEDURES (continued)**2. Specific Conditions**

- a) All members of the negotiating unit shall have the right to present grievances in accordance with this article, provided however, that the first presentation of the grievance must occur within twenty (20) working days after the grievant could reasonably have first knowledge of the alleged grievance, and provided that the grievance is presented in writing containing a brief statement of the nature of the grievance and the specific provision(s) of the Agreement alleged to have been violated.
- b) Every grievant shall have the right to be represented at stages one and two by a representative of his choice. If the Association is chosen as the representative of the grievant, all communications regarding the grievance shall be sent to the Chairman of the Grievance Committee as well as to the grievant.
- c) The failure of a Hearing Officer at any stage to communicate his decisions within the designated time limits shall permit the grievant to proceed to the next stage of the grievance procedures.
- d) The failure of the grievant to appeal a decision to the next higher stage within the designated time limit shall constitute a withdrawal and shall bar further action by the grievant.
- e) The grievant may withdraw the grievances by written notice at any time.
- f) If the Association on behalf of its collective membership is the grievant, the grievance procedures will be initiated at the second stage in writing containing a brief statement of the nature of the grievance and the specific provision(s) of this Agreement alleged to have been violated.
- g) Time spent in any capacity in the presentation of a grievance shall not be charged against leave time. There shall be no harassment of, or retaliation against, any person associated with the presentation of a grievance.
- h) Hearings and conferences held under these procedures shall be conducted at a time and place which will afford a fair and reasonable opportunity for all parties to attend. Said hearings shall be scheduled so as to avoid interference with teaching schedules.

Article XX - GRIEVANCE PROCEDURES (continued)

2. Specific Conditions - (continued)

- 1) A grievance arising under Article XIV - ACADEMIC FREEDOM - is subject only to the first three stages of review as hereinafter stated, and subject to the specific conditions contained in Article XX, Section 2.**

3. Procedural Steps

All grievances arising out of an alleged violation, misinterpretation or misapplication of the terms of this Agreement other than those arising under termination of service shall be presented and adjusted in the following manner:

a) Stage One

A member of the negotiating unit having a grievance shall discuss it in good faith with his Division Chairman of the Dean of Students as the case may be, either directly or through a representative, with the objective of resolving the matter informally. If the grievance is not resolved informally, it shall be reduced to writing and presented to the designated Hearing Officer containing a brief statement of the nature of the grievance and the specific provision(s) of this Agreement alleged to have been violated. Within five (5) working days after the written grievance is presented to him, the Hearing Officer shall render a decision thereon in writing and present it to the grievant.

b) Stage Two

The grievant may appeal the decision rendered at stage one within ten (10) working days after receipt of the decisions by submitting a written appeal to the President of the College. Such written appeal shall set forth specifically the nature of the grievance, the facts relating thereto, and grievant's reasons for rejection of the decision rendered in the first stage. Within five (5) working days after receipt of the appeal, the President, or his duly authorized representative, shall hold a hearing with the grievant. The President shall render a decision in writing to the grievant within five (5) working days after conclusion of the hearing.

Article XX - GRIEVANCE PROCEDURES (continued)**3. Procedural Steps - (continued)****c) Stage Three**

The grievant may appeal the decision rendered at stage two by petitioning the Association for representation in mediation proceedings. If the Association determines that the grievance is meritorious, that appealing it is in the best interests of the College, and votes to represent the grievant, it may submit the grievance to mediation by written notice to the President of the College within fifteen (15) working days of the decisions at stage two. Said notice shall at the same time be filed with the Federal Mediation and Conciliation Service, the New York State Mediation Service, or the New York State Public Employment Relations Board to provide a list of mediators from which the President of the College and the President of the Association shall select a mediator.

The mediator shall hear the issues, make recommendations, set forth his findings of fact and generally assist the parties to effect a voluntary resolution of the dispute. The mediator shall not add to or subtract from or modify any of the provisions of this Agreement, nor shall he interpret any New York State Statute. The mediation process shall terminate within thirty (30) days after the date of selection of the mediator.

There shall be no right of appeal beyond this stage for a grievance regarding, Article XIV - ACADEMIC FREEDOM.

d) Stage Four

In the event that either the College or the Association does not accept in whole or in part the recommendations of the mediator in a grievance regarding the terms of this Agreement, the unresolved issues shall be submitted to an Arbitrator within fifteen (15) days for Binding Arbitration, with the proviso that the Arbitrator shall consider only the disputed issues submitted to him by joint statement executed by the both parties, and that the Arbitrator shall have no power to add to, subtract from, modify or amend any of the provisions of this Agreement, or issue any award limiting or interfering with the operation of any applicable provision of law, or inconsistent with, or contrary to, any such provision of law.

Article XX - GRIEVANCE PROCEDURES (continued)

d) Stage Four - (continued)

The Arbitrator shall be selected by the Association and the College from a list of Arbitrators provided by the Federal Mediation and Conciliation Service, the New York State Mediation Service or P.E.R.B.

The Arbitrator's decision shall be in writing and shall set forth his findings of fact and conclusions, and order which shall be final and binding on all parties.

The cost of the services of the Mediator and Arbitrator including expenses, shall be borne equally by the College and the Association.

Article XXI - USE OF COLLEGE FACILITIES

1. The Association is granted the use of such college facilities (for example: bulletin board, meeting rooms, mail boxes), as are necessary for the conduct of its proper business (for example: communications with its members, elections, meetings of its membership and committees). This use is granted, provided that it does not interfere with normal operation of the College and subject to assignment by the President.

2. The Association shall not use college facilities for recreational or social purposes.

Article XXII - ASSOCIATION - ADMINISTRATION MEETINGS

1. In the spirit of collegiality, the President of the Association shall meet periodically with the President of the College or his designated representative to discuss topics of mutual concern.

Article XXIII - DUES CHECKOFF

1. The College shall deduct from the pay of each Association member from whom it has received written authorization on a form to be provided, such amount for membership dues as the member shall specify, and will forward such dues to the Treasurer of the Association. Such deductions shall be made once each month for ten (10) months beginning with the second pay period in September.

Article XXIV - ASSOCIATION - SENATE RELATIONSHIP

1. The Association agrees to support and abide by the By-Laws of the Faculty Senate.

Article XXV - AVAILABILITY OF INFORMATION

1. The College agrees to furnish to the Association upon request available information concerning budgetary requirements and allocations, enrollment projections, register of professional personnel, and such other reasonable information as will assist the Association in developing intelligent, accurate, informed and constructive proposals on behalf of the faculty.

SALARY SCHEDULE
1972-73

<u>TITLE</u>	<u>STEP I</u>	<u>STEP II</u>	<u>STEP III</u>	<u>STEP IV</u>	<u>STEP V</u>	<u>STEP VI</u>
Professor	\$13,728	\$14,985	\$16,242	\$17,499	\$18,756	\$20,013
Professor 12 months	15,924	17,382	18,840	20,298	21,756	23,214
Associate Professor	11,960	12,981	14,002	15,023	16,044	17,065
Associate Professor 12 months	13,874	15,058	16,242	17,426	18,610	19,794
Assistant Professor	10,296	11,173	12,050	12,927	13,804	14,681
Assistant Professor 12 months	11,943	12,960	13,977	14,994	16,011	17,028
Instructor	8,528	9,263	9,998	10,733	11,468	12,190
Instructor 12 months	9,892	10,742	11,592	12,442	13,292	14,142
Technical Assistant	6,448	6,918	7,388	7,858	8,328	8,798
Director of Admissions	12,480	13,334	14,188	15,042	15,896	16,748
Registrar	9,256	9,900	10,544	11,188	11,832	12,476
Asst. Director of Continuing Education	10,920	11,958	12,996	14,034	15,072	16,110
Audio Visual	8,320	8,924	9,528	10,132	10,736	11,340

FIAT

Basketball Coach	800
Asst. Basketball Coach	500
Baseball Coach	500
Cross Country Coach	400
Track Coach	450
Golf Coach	200

**SALARY SCHEDULE
1971-72**

<u>TITLE</u>	<u>STEP I</u>	<u>STEP II</u>	<u>STEP III</u>	<u>STEP IV</u>	<u>STEP V</u>	<u>STEP VI</u>
Professor	\$13,200	\$14,336	\$15,472	\$16,608	\$17,744	\$18,880
Professor 12 months	15,312	16,630	17,948	19,266	20,584	21,902
Associate Professor	11,500	12,420	13,340	14,260	15,180	16,100
Associate Professor 12 months	13,340	14,407	15,474	16,541	17,608	18,675
Assistant Professor	9,900	10,690	11,480	12,270	13,060	13,850
Assistant Professor 12 months	11,484	12,400	13,316	14,232	15,148	16,064
Instructor	8,200	8,860	9,520	10,180	10,840	11,500
Instructor 12 months	9,512	10,278	11,044	11,810	12,576	13,342
Technical Assistant	6,200	6,620	7,040	7,460	7,880	8,300
Director of Admissions	12,000	12,760	13,520	14,280	15,040	15,800
Registrar	8,900	9,474	10,048	10,622	11,196	11,770
Asst. Director of Continuing Education	10,500	11,440	12,380	13,320	14,260	15,200
Audio Visual	8,000	8,540	9,080	9,620	10,160	10,700

FIAT

Basketball Coach	800
Asst. Basketball Coach	500
Baseball Coach	500
Cross Country Coach	400
Track Coach	450
Golf Coach	200